

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )  
 IN THE MATTER OF: )  
 )  
 Abdullah Brian Safdari )  
 10901 Sweetwater Court )  
 Chatsworth, CA 91311 )  
 )  
 Applicant. )  
 )  
 Type of Agency Action: Enforcement )  
 )  
 License Application #: 1015894 )

BEFORE THE INDIANA  
 COMMISSIONER OF INSURANCE  
 CAUSE NO: 22141-AG23-0215-034

**FILED**  
 AUG 08 2023  
 STATE OF INDIANA  
 DEPT. OF INSURANCE

**FINAL ORDER**

The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Samantha Aldridge, and Abdullah Brian Safdari (“Applicant”), a nonresident insurance producer, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance ( “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a five hundred dollar (\$500) civil penalty against Applicant for having failed to report two other states’ administrative actions on his application for licensure, finds it has been entered into fairly and without fraud, duress, or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry, attached, as if fully set forth herein, and approves and adopts in full the Agreed Entry as resolution of this matter.

**IT IS THEREFORE ORDERED** by the Commissioner as follows:

1. Applicant's application for a nonresident producer license shall be approved contingent upon Applicant's timely payment of the civil penalty. Applicant shall pay a civil penalty in the amount of five hundred dollars (\$500) to the Department within thirty (30) days after the date of this Final Order. Failure to timely pay the civil penalty, may result in the Department denying Applicant's application for a nonresident producer license.

8/8/23

Date Signed



Amy L. Beard, Commissioner  
Indiana Department of Insurance

Distribution:

Gina Davies, Sr. Investigator  
**INDIANA DEPARTMENT OF INSURANCE**  
311 West Washington Street, Suite 103  
Indianapolis, Indiana 46204-2787

Abdullah Brian Safdari  
10901 Sweetwater Court  
Chatsworth, CA 91311

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO: 22141-AG23-0215-034

IN THE MATTER OF: )

Abdullah Brian Safdari )  
10901 Sweetwater Court )  
Chatsworth, CA 91311 )

Applicant. )

Type of Agency Action: Enforcement )

License Application #: 1015894 )

**FILED**

**AUG 08 2023**

STATE OF INDIANA  
DEPT. OF INSURANCE

**AGREED ENTRY**

This Agreed Entry is executed by and between the Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Samantha Aldridge, and Abdullah Brian Safdari (“Applicant”), to resolve all issues in the above-captioned cause number. This Agreed Entry is subject to the review and approval of Amy L. Beard, Commissioner of the Indiana Department of Insurance (“Commissioner”).

WHEREAS, on November 3, 2022, Applicant submitted an application for a nonresident producer’s license;

WHEREAS on the license application, Applicant failed to disclose administrative actions from the States of Missouri and California;

WHEREAS, on March 29, 2008 the State of California issued Applicant a restricted license due to his criminal history;

WHEREAS, on October 10, 2013 the State of California removed the restrictions to Applicant’s license;

WHEREAS, on March 3, 2014 the State of Missouri issued a Consent Order with Applicant for a civil penalty due to his failure to disclose his criminal history and administrative actions on his application for licensure;

WHEREAS, Applicant's conduct is a violation of Indiana Code § 27-1-15.6-12(b)(1), which states, in part, that the commissioner may levy a civil penalty for providing incorrect, misleading, incomplete, or materially untrue information in a license application;

WHEREAS, the Department and Applicant (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

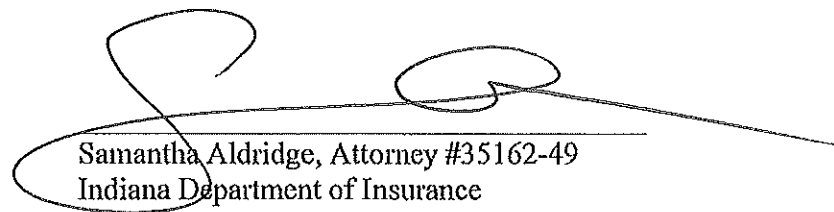
1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Applicant has determined that it is in his best interests to enter into this Agreed Entry. As such, Applicant acknowledges that he executes this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Applicant knowingly, voluntarily, and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.
5. Applicant knowingly, voluntarily, and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.

6. Applicant knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Applicant's nonresident producer license shall be approved contingent upon Applicant timely paying the civil penalty. Applicant shall pay a civil penalty in the amount of five hundred dollars (\$500) to the Department within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry. Failure to pay the civil penalty will result in the Department seeking immediate revocation of Applicant's license.
8. Applicant has carefully read and examined this Agreed Entry and fully understands its terms.
9. Applicant has had the opportunity to have this Agreed Entry reviewed by legal counsel of his choosing, at his own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed Entry. Applicant understands and agrees that the Department cannot give him legal advice.
10. Applicant has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
11. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent, or other representative thereof to induce Applicant to enter this Agreed Entry.

12. The Department agrees to accept Applicant's compliance with the terms of this Agreed Entry as full satisfaction of this matter and warrants and represents that so long as Applicant complies with the terms of this Agreed Entry, the Department will not bring any further action against Applicant based on the facts that gave rise to this Agreed Entry.
13. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
14. Applicant waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. Applicant acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Applicant to enforce the terms and conditions contained herein.
16. Applicant understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Applicant.
17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Applicant.
18. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.

19. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Applicant from further participation in or resolution of these proceedings.
20. If this Agreed Entry is accepted by the Commissioner, it will become part of Applicant's permanent record and may be considered in future actions brought by the Department or any other regulator against Applicant. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.
21. Applicant acknowledges that this is an Administrative Action he may be required to report to other jurisdictions in which it is licensed and on future licensing applications.

7/13/2023  
Date Signed

  
Samantha Aldridge, Attorney #35162-49  
Indiana Department of Insurance

6-27-23  
Date Signed

  
Abdullah Brian Safdari

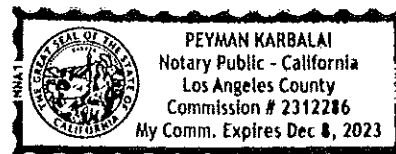
STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF Los Angeles )

Before me a Notary Public for Los Angeles County, State of California, personally appeared representative Abdullah Brian Safdari and being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 27th day of June, 2023.

Peyman Karbalai  
Notary Signature  
Peyman Karbalai  
Notary Printed

My Commission expires: December 8, 2023  
County of Residence: Los Angeles





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

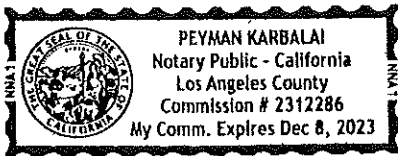
On June 27, 2023 before me, Peyman Karbala; Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Abdullah Brian Safdari  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Peyman Karbala  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_